

## **Grant of Trail Easement Agreement**

It is hereby agreed that West Creek Preservation Committee, an Ohio non-profit corporation (“**Grantor**”), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by The City of Parma, a municipal corporation (“**Grantee**”), does grant, sell and convey unto Grantee a non-exclusive trail easement and right-of-way (“**Trail Easement**”) upon and across a portion of Grantor’s property described on Exhibit A attached hereto (“**Grantor’s Property**”). The Trail Easement shall be over the 10 foot wide strip of land along the easterly border of Grantor’s property or such other area as it may be relocated by mutual agreement of the parties (“**Trail Area**”)

The right-of-way, easement, rights, and privileges herein granted for the Trail Easement shall be used for the purpose of providing a pathway for ingress and egress between the city street abutting Grantor’s Property (Dentzler Road) and the West Creek Reservation (“**West Creek Reservation**”), the immediately abutting lands of which are described on Exhibit B attached hereto,

The Trail Easement shall be for a term of 10 years, renewable for successive 10 year terms thereafter unless notice of termination is given by either party to the other in writing of such party’s election to terminate the Trail Easement at the end of the then pending 10 year term.

Grantee accepts the Trail Easement for its non-exclusive use and for use by its residents and the general public.

The Trail Easement shall include the right to participate in hiking, jogging, bicycling, horseback riding or other related activities.

Grantor retains, reserves, and shall continue to enjoy use of the surface of the Trail Area for any and all purposes which do not interfere with or prevent the Grantee’s use of the Trail Easement as herein provided.

Grantor or Grantor’s personal representatives, heirs and assigns shall pay all taxes and special assessments validly assessed and levied against the Grantor’s Property, including any such taxes validly levied and assessed against the Trail Easement by competent authorities..

This Trail Easement will be filed and recorded with the Cuyahoga County Recorder's Office by Grantee.

Grantor agrees that the terms, conditions, restrictions, and purposes of this Trail Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessor interest in Grantor's Property. Furthermore, Grantor agrees that if a new plat plan is being done for the property, the Trail Easement will be referred to on the registered plat plan.

If any future concerns about the Trail Easement boundaries arise and cannot be resolved between Grantor and Grantee, Grantor will survey, or cause to be surveyed, the Trail Area. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. This property survey will be paid for in full by Grantor.

This Trail Easement shall be governed by the laws of the State of Ohio. If any provision herein is found to be invalid, the remainder of the provisions of this Trail Easement shall not be affected thereby. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of this Trail Easement.

The parties may execute this Grant of Trail Easement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the counterpart recorded by Grantee shall be controlling.

**TO HAVE AND HOLD** unto Grantee, its successors and assigns forever. The covenants agreed to and the terms, obligations, conditions, restrictions, and purposes imposed as aforesaid, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, grantees, successors and assigns, and all other successors in interest, and shall continue as a servitude running with the above-described land for the term set forth herein.

IN WITNESS WHEREOF, Grantor, West Creek Preservation Committee, sets its hands, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Grantor: West Creek Preservation Committee

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS  
COUNTY OF CUYAHOGA )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively on behalf of West Creek Preservation Committee, who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed and that of the corporation.

In testimony whereof, I have hereunto set my hand and official seal at Parma, Ohio, this \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

This Instrument Prepared By:  
Ziegler Metzger LLP  
Christopher E. Soukup, Esq.  
925 Euclid Avenue, Suite 2020  
Cleveland, Ohio 44115  
Telephone: 216/781-5470  
Fax: 216/781-0714

**ACCEPTANCE**

The undersigned does hereby consent to and accept the within access easement and all the obligations imposed thereby.

IN WITNESS WHEREOF, the undersigned City of Parma, an Ohio municipal corporation, by \_\_\_\_\_, its \_\_\_\_\_ and \_\_\_\_\_, its \_\_\_\_\_, has executed and delivered this ACCEPTANCE this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed and acknowledged in the presence of:

GRANTEE: City of Parma

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF OHIO                    )  
COUNTY OF CUYAHOGA ) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of Parma, by \_\_\_\_\_, its \_\_\_\_\_ and \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that they did execute the foregoing instrument and that the same is the free act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires

Exhibit A

Grantor's Property  
Legal Description

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lot No. 14 Ely Tract and bounded and described as follows:

Beginning at the Southwesterly corner of Original Parma Township Lot No. 14, Ely Tract; thence North  $75^{\circ} 37' 00''$  East along the center line of Dentzler Road (60 feet wide) a distance of 333.04 feet to a point; thence North  $0^{\circ} 23' 00''$  East, 31.02 feet to an iron pin set in the Northwesterly line of Dentzler to the principal place of beginning.

Thence North  $0^{\circ} 23' 00''$  East parallel with the Westerly line of Original Lot 14, 495.13 feet to an iron pin; Thence North  $89^{\circ} 59' 05''$  East, 193.94 feet to an iron pin set in the Northwesterly line of Dentzler Road; Thence South  $12^{\circ} 53' 15''$  West along said Northwesterly line of Dentzler Road 484.50 feet to an iron pin set at an angle therein; thence South  $75^{\circ} 37' 00''$  West, 92.07 feet to the principal place of beginning and containing 1.557 acres of land, be the same more or less but subject to all legal highways.

Permanent Parcel No. 452-10-001

EXHIBIT B


WEST CREEK RESERVATION PROPERTY  
LEGAL DESCRIPTION

**Block "D"**  
**Legal Description**

And known as being Block "D" in Charles Subdivision No. 1 of part of Original Parma Township Lot Nos. 14 and 15, in the Ely Tract, as shown by the recorded plat in Volume 191 of Maps, Pages 61 and 62 of Cuyahoga County Records, being further described as follows:

Beginning at a point in the Westerly line of said Original Lot No. 14 at the Southwesterly corner of said Block "D"; thence from said place of beginning North 0° 06' 48" West, along the Westerly line of said Block "D", which is also the Westerly line of said Original Lot No. 14, 89.57 feet to a point therein at the Northwesterly corner of said Block "D", thence Northeasterly along the Northwesterly line of said Block "D" the following bearings and distances; North 61° 26' 16" East, 217.68 feet, North 78° 21' 15" East, 217.74 feet, North 64° 23' 43" East, 218.11 feet, to the Northeasterly corner of said Block "D"; thence South 0° 10' 04" West, along the Easterly line of said Block "D", 330.24 feet to the Southeasterly corner thereof; thence South 89° 50' 46" West, along the Southerly line of said Block "D", 600.00 feet to the place of beginning, and containing 2.948 Acres of land, be the same more or less, but subject to all legal highways.

Northwest Corner Rose M. Fertig Vol 6034 P.199  
Reproduced from previous Survey

  
SCALE 1" = 200'

R. and D.A. MacDonald  
Deed Vol. 8264, P. 637

850268

RECEIVED FOR RECORD

DEC 14 1964

RECORDED IN CUYAHOGA  
COUNTY RECORDS  
Vol. 191 Page 61462  
MARK BOELEROY  
County Recorder

ENTERED FOR TRANSFER

DEC 14 1964

AUDITOR

John and Antonina Krysa  
Deed Vol. 8232, Pg. 135

Max P. and Joan Finowski  
Deed Vol. 7650, P. 181

Max P. and Joan Finowski  
Deed Vol. 10377, P. 299

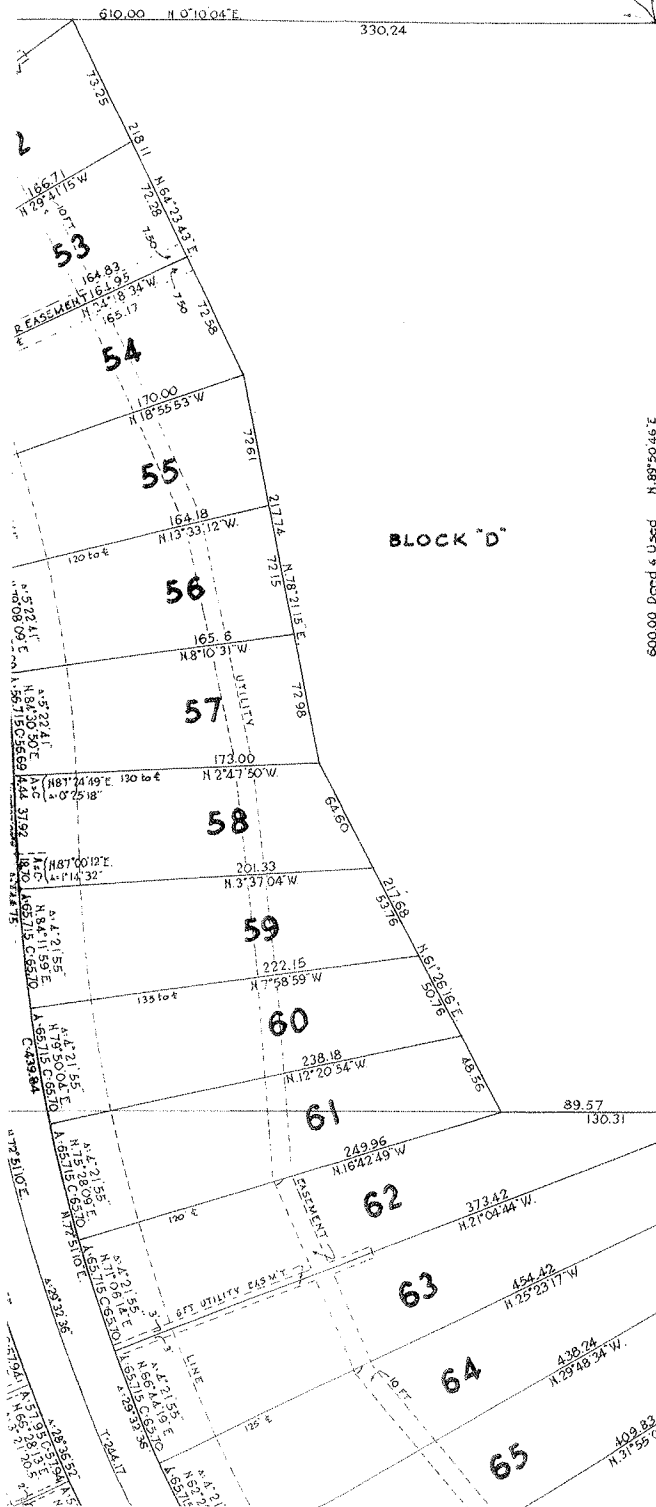
Tony R. and O. Garskie

Harry J. Jr. and Irene B. Broering

Robert L. and P.J. Florentz

B.J. Koballa

BLOCK "D"





**Permanent Parcel No. 452-11-001**  
**Legal Description**

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being Sublot No. 14, Ely Tract, and bounded and described as follows:

Beginning at a point on the center line of Dentzler Road at its intersection with the South West Corner of Original Parma Township Lot No. 14, Ely Tract; thence Northeasterly along the center line of said Dentzler Road 60 feet wide, 434.40 feet to a stone and the principal place of beginning; thence North 12° 52' East 513.95 feet to a point; thence North 89° 59' East 232.26 feet to a stone; thence South 2° 01' East 434.86 feet to the North East corner of Sublot 18, Highland Subdivision No. 2, as recorded in Volume 162, Page 24 of Cuyahoga County Records; thence South 75° 11' 09" West, along the Northerly line of said Sublot No. 18, 373.91 feet to the Easterly termination of the Southerly line of Dentzler Road, 60 feet as dedicated by the City of Parma, Ordinance No. 50-55; thence Northwesterly, along said Easterly termination of Dentzler Road, 60 feet, 30 feet to a stone and the principal place of beginning, be the same more or less, but subject to all legal highways.